

APN: 123-27-810-001, 123-27-810-002, 123-27-810-004, 123-27-810-005,
123-27-810-008, 123-27-810-009, 123-27-810-011

RECORDING REQUESTED BY:

City of North Las Vegas

RETURN TO:

City of North Las Vegas

City Clerk's Office

2250 Las Vegas Blvd., N., Ste. 800

North Las Vegas, NV 89030

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into as of the 20th day of December, 2017, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada. The DISTRICT and CITY may hereinafter be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into interlocal agreements for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform;

WHEREAS, DISTRICT provides sewage treatment at its own facilities for the unincorporated areas of Clark County;

WHEREAS, CITY sewer lines are not accessible to provide service to the "Site" as shown in Exhibit "A," Parcel Nos. 123-27-810-001, 123-27-810-002, 123-27-810-004, 123-27-810-005, 123-27-810-008, 123-27-810-009, 123-27-810-011, which is

CCWRD Project Name: 34 Acres Raceway Business Park
PIPES # 5472
ILA # 18401

within the boundaries of the CITY and beyond the corporate limits of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY desire to enter into this AGREEMENT, pursuant to NRS 277.180, whereby DISTRICT will provide sewer service to the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to the DISTRICT sewage collection system by, and will provide sewer service to, the Site.

2. Upon adoption of this AGREEMENT, CITY will require all customers/applicants who are located within the boundaries of the Site to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY connection permit for issuance of a CITY building permit(s). Each customer/applicant shall be deemed a customer of DISTRICT as to the sewer service being provided by DISTRICT, and thereby bound by and subject to all service rules, terms, and/or conditions established by DISTRICT for the provision of sewer service to customer/applicant, until CITY sewer service becomes available as defined below in Section 4 of this AGREEMENT, at which time, the customer/applicant will become a customer of CITY, and thereby bound by and subject to all service rules, terms, and/or

conditions established by CITY for the provision of sewer service to customer/applicant.

3. The connection fees for the Site's connection to DISTRICT sewer services (termed "SDA Charges" by the DISTRICT) must be paid to DISTRICT and are non-refundable. City agrees to indemnify, defend and hold harmless DISTRICT, its members, agents, employees, officers, trustees, attorneys and affiliates from and against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages and reasonable attorney's fees and expenses asserted against or incurred by DISTRICT as a result of CITY exercising its right to require that the customer/applicant connect to CITY sewer service when it becomes available, as defined in Section 4.

4. This AGREEMENT shall be for a term of fifty (50) years or shall otherwise terminate when CITY sewer service becomes available and CITY requires the Site to connect to CITY sewer service. "Available" is defined to mean that a sewer service line having capacity to handle the customer/applicant's discharge is located within 400 feet of the land parcel on which sewer service is provided to customer/applicant.

5. No joint venture is contemplated or established hereby, and neither of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this AGREEMENT.

6. The property owner of the Site has acknowledged the terms and conditions of sewer service connection to DISTRICT and CITY's rights when CITY

sewer service is available in the attached Exhibit "B," the terms of which are incorporated herein by reference.

7. This AGREEMENT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this AGREEMENT, nor any interest therein, may be assigned without the prior written consent of the nonassigning Party.

8. The terms of this AGREEMENT shall be incorporated into any and all agreements for sewer services between DISTRICT and the property owner(s) for the Site.

9. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

10. This AGREEMENT may be executed in counterparts, all such counterparts will constitute the same instrument and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[Remainder of Page Intentionally Left Blank]

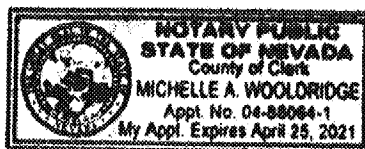
WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By Thomas A Minwegen
THOMAS A. MINWEGEN, General Manager

SUBSCRIBED and SWORN to before
me this 5th day of December, 2017.

Michelle A. Wooldridge
NOTARY PUBLIC

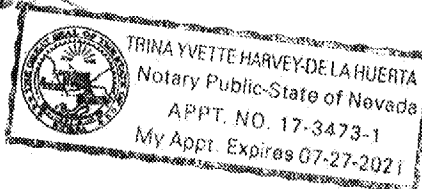


CITY OF NORTH LAS VEGAS

By John J. Lee
JOHN J. LEE, Mayor

SUBSCRIBED and SWORN to before
me this 5th day of December, 2017.

Trina Yvette Harvey-De la Huerta
NOTARY PUBLIC



ATTEST:

By Catherine A. Raynor
CATHERINE A. RAYNOR, MMC, CITY CLERK

APPROVED AS TO FORM:

By Micaela Rustia Moore
MICAELA RUSTIA MOORE, CITY ATTORNEY

CCWRD Project Name: 34 Acres Raceway Business Park
PIPES # 5472
ILA # 18401

EXHIBIT 'A'



Clark County
Water Reclamation
DISTRICT

CCWRD PIPES
5472

A = 123-27-810-001	E = 123-27-810-008
B = 123-27-810-002	F = 123-27-810-009
C = 123-27-810-004	G = 123-27-810-011
D = 123-27-810-005	

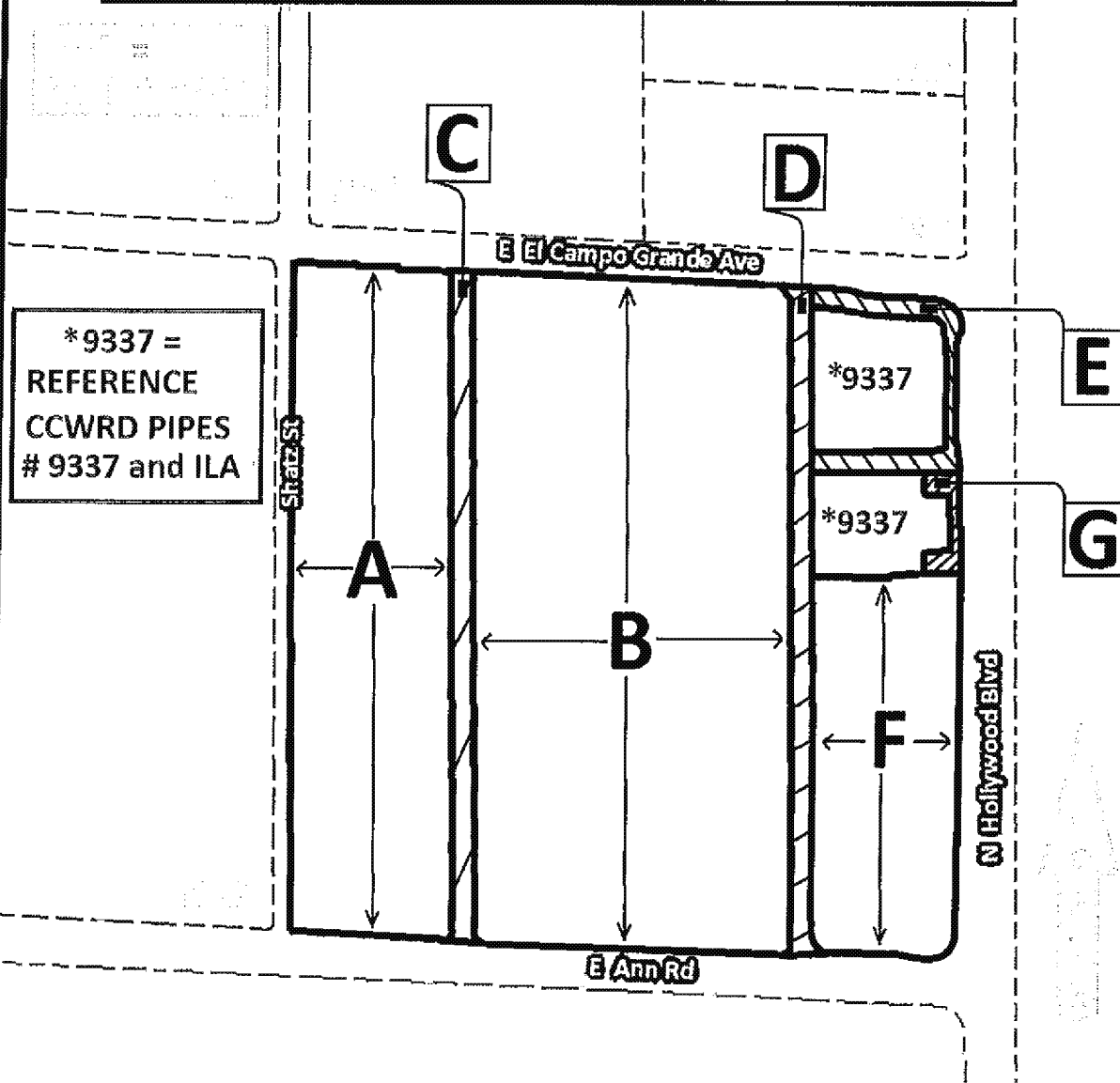


EXHIBIT "B"

ACKNOWLEDGEMENT OF SEWER SERVICE PROVIDED THROUGH
INTERLOCAL AGREEMENT

I, Passco Parkway LLC ("Owner), hereby acknowledge and agree as follows:

- 1) I am the owner of the real property located within the City of North Las Vegas (the City") and identified as Parcel Nos. 123-27-810-001, 123-27-810-002, 123-27-810-004, 123-27-810-005, 123-27-810-008, 123-27-810-009, 123-27-810-011 (the "Property").
- 2) I have requested that the City immediately provide sewer service to the Property.
- 3) I understand that the Property is more accessible to the Clark County Water Reclamation District (the "District") sewer system than to the City sewer system, and as such, sewer service will be provided to the Property by the District through the terms of the Interlocal Agreement between the District and the City dated December 20, 2017 (the "ILA"), to which this "Acknowledgement of Sewer Service Provided Through Interlocal Agreement" ("Acknowledgement") is attached as Exhibit "B."
- 4) I have received a copy of the ILA, fully reviewed it, and understand its contents, including but not limited to the following:
 - a. The connection fee to be paid to the District is non-refundable;
 - b. Parcel Nos. 123-27-810-001, 123-27-810-002, 123-27-810-008, 123-27-810-009, and 123-27-810-011 are located in the Northern Beltway Commercial Area Special Improvement District No. 65 (the "SID"), which has been formed by the City;
 - c. The City has assessed the parcels located in the SID for certain local improvements, including a sewer project;
 - d. Parcel Nos. 123-27-810-004 and 123-27-810-005 are not located in the SID; however, when City sewer service becomes available, these parcels are subject to the fees described in Ordinance No. 2820; and
 - e. It is the City's right and intention to terminate the ILA and move the Property to the City sewer system when that service becomes available, which the City anticipates will be in the near future.
- 5) I understand that this "Acknowledgement" will be attached to the ILA as Exhibit "B" and incorporated therein by reference.

- 6) I authorize the recording of the ILA against the Property with the Clark County Recorder's Office and understand and agree that the terms of the ILA (1) are incorporated into the terms of the sewer service to be provided to the Property by the District, (2) run with the Property, and (3) are binding on, and inure to the benefit of, Owner and Owner's successors, successors-in-interest, and assigns.

Signed this 5th day of Dec., 2017.

By 

Printed LARRY K. SULLIVAN
PASSCO COMPANIES LLC
MANAGER

SUBSCRIBED and SWORN to before
me this ___ day of _____, 2017.

SEE ATTACHED NOTARY CERTIFICATE

NOTARY PUBLIC

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

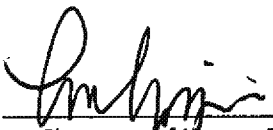
COUNTY OF Orange)

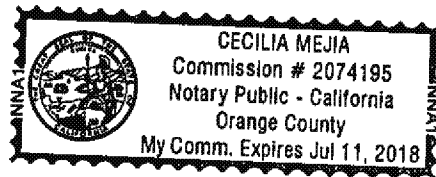
Subscribed and sworn to (or affirmed) before me on this 5 day of December, 2017
Date Month Year

by Larry K. Sullivan

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Exhibit B Passco Raceway LLC

Document Date: 12/5/17

Number of Pages: 2

Signer(s) Other Than Named Above: _____